

US EPA RECORDS CENTER REGION 5



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PROJECT MANUAL
FOR
AERIAL AND FIELD SURVEY
FOR THE
HIMCO DUMP SITE
ELKHART, INDIANA

1990 K.4

1990

Donohue & Associates, Inc.
Engineers, Architects & Scientists
111 North Canal Street
Suite 305
Chicago, IL 60606
Phone: 312-902-7100

Project No. 20026.001

Subcontract No. 17-5L4J-1

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PROJECT MANUAL
FOR
AERIAL AND FIELD SURVEY
FOR THE
HIMCO DUMP SITE
ELKHART, INDIANA

G E N E R A L T A B L E O F C O N T E N T S

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REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL

To All Prospective Proposers and Interested Parties

Subject: Competitive Request for Proposal (RFP)
Subcontract No. 17-5L4J-1
Aerial and Field Survey
for the
Himco Dump Site
Elkhart, Indiana

Prepared By: Donohue & Associates, Inc.
Date: April 13, 1990

You are invited to submit a proposal which responds to the requirements of this solicitation and furnish proposed prices to accomplish the Work if an award is made.

Please review this cover letter and enclosed Subcontract Documents, including the Form of Subcontract Agreement, which is based on a Fixed Unit Price, Services and Supply Type Subcontract before preparing a proposal.

DONOHUE, under its Prime Contract, 68-W8-0093 (ARCS V), with the Environmental Protection Agency (EPA) is required to perform a remedial investigation/feasibility study for the Himco Dump site located in Elkhart, Indiana. The dump site occupies approximately 60 acres and is bordered by residential areas along the south and west property lines, and by agricultural along the north property line, and industrial along the east property line. The site operated between the years 1960 and 1976, and is known to contain general, industrial, pharmaceutical and medical refuse. In order to enable DONOHUE to perform an environmental investigation of this site, DONOHUE requires the work specified in this RFP to be accomplished. The scope of work generally includes the following:

1. Aerial Photographs.
2. Topographic Mapping.
3. Title Search to determine Owners of Record.
4. Site Boundary Plat Map.
5. Field Survey.

This is a Request for Proposal, not an authorization to proceed with the work. Proposals shall be valid for a minimum of 120 days from the due date of this request for proposal.

The Bidder shall provide the information identified in the Bid Form with its proposal.

Proposals based upon any other arrangement than that specified herein shall be deemed unacceptable unless DONOHUE determines that it is to the best interest of EPA and DONOHUE to consider such arrangement or a modification thereof that may be negotiated.

Evaluation of your proposal and the determination of an award will be based upon your responsiveness to the proposal, on the methodology included with the Bid Form, a determination that you are considered a responsible bidder, and the evaluation criteria included within the enclosed Subcontract Documents.

Your proposal shall be mailed or hand carried, to be delivered by 4:30 p.m., April 27, 1990, to:

Donohue & Associates, Inc.
Engineers, Architects, Scientists
111 North Canal Street, Suite 305
Chicago, Illinois 60606
Attn: Mr. Roman Gau, Project Manager

This RFP does not commit DONOHUE to pay any of the cost for the preparation of and submission of a proposal.

We request that you promptly acknowledge receipt of this RFP, (within five business days of receipt), by indicating whether it is your intention to submit a proposal. (Written or phone reply acceptable)

Please direct all comments, request for clarification to the individual mentioned above.

You should be aware that any verbal or written response to your questions does not constitute a modification to the requirements of this RFP or referenced Subcontract Documents unless it is confirmed by an Addendum to these documents and by a formal notice to all parties recorded by DONOHUE as having received the Subcontract Documents.

I N S T R U C T I O N S

T O

B I D D E R S

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

1.1. Terms used in these Instructions to Bidders which are defined as follows. The term "Bidder" means one who submits a Bid directly to Donohue & Associates, Inc., (DONOHUE) as distinct from a sub-bidder, who submits a bid to Bidder. The term "Successful Bidder" means the lowest responsive, responsible Bidder to whom DONOHUE (on the basis of DONOHUE'S evaluation as herein-after provided) makes an award. The term "Bidding Documents" includes the Request for Proposal, Instructions to Bidders, Bid Form, and the proposed "Subcontract Documents" (including all Addenda issued prior to receipt of Bids).

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.1. Complete sets of Bidding Documents shall be used in preparing Bids. DONOHUE does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.2. DONOHUE, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.1. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the subcontract.

3.2. Before a subcontract is awarded, the Bidder to whom an award is contemplated may be required to submit the following information to DONOHUE for consideration:

3.2.1. The address and description of the Bidder's place of business.

3.2.2. The number of years engaged in the contracting business under the present firm name, and the state where incorporated.

3.2.3. A list of the property and equipment available to the Bidder to evaluate whether Bidder can complete the Work in accordance with the Bidding Documents.

3.2.4. A financial statement of the Bidder showing that the Bidder has the financial resources to meet all obligations incidental to the Work.

3.2.5. The Bidder's performance record giving the description, location, and telephone numbers of similar projects accomplished in a satisfactory manner by the Bidder.

3.2.6. A list of projects presently under contract, the approximate contract amount, and percent of completion of each.

3.2.7. A list of contracts which resulted in law suits. If none, so state.

3.2.8. A list of contracts defaulted. If none, so state.

3.2.9. A statement of the Bidder indicating whether or not the Bidder has ever filed bankruptcy while performing Work of like nature or magnitude.

3.2.10. A list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.

3.2.11. The technical experience of personnel guaranteed to be employed in the responsible charge of the Work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress.

3.2.12. Such additional information as will assist DONOHUE in determining whether the Bidder is adequately prepared to fulfill the subcontract.

3.3. The object of the request for the qualification of Bidder is not to discourage bidding or make it difficult for qualified Bidders to file Bids. Neither is it intended to discourage beginning contractors. It is intended to make it possible for DONOHUE to have exact information on financial ability, equipment, and experience in order to reduce the hazards involved in awarding contracts to parties who may not be qualified to perform the Work as specified.

3.4. DONOHUE'S decision as to qualification of the Bidder shall be final.

ARTICLE 4 - EXAMINATION OF SUBCONTRACT DOCUMENTS

4.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Subcontract Documents thoroughly, (b) consider Federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (c) study and carefully correlate Bidder's observations with the Subcontract Documents, and (d) notify DONOHUE of all conflicts, errors or discrepancies the bidder believes are contained in the Contract Documents.

4.2. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Subcontract Documents and by such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Subcontract Documents, and that the Subcontract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5 - INTERPRETATIONS AND ADDENDA

5.1. All questions about the meaning or intent of the Subcontract Documents shall be submitted to DONOHUE in writing not less than 7 days prior to the date for opening of Bids. No response will be provided to a Bidder's oral question if the question involves an interpretation of the intent or meaning of the Subcontract Documents, or the equality or use of products or methods other than those designated or described on the Drawings or in the Specifications. Any information provided to Bidders other than by means of the Subcontract Documents, including Addenda as described below, is given informally for information and the convenience of the Bidder only and is not guaranteed. The Bidder agrees that such information shall not be used as the basis of nor shall the giving of any such information entitle the Bidder to assert any claim or demand against DONOHUE on account thereof.

5.1.1. Replies will be issued by Addenda mailed or delivered to all parties recorded by DONOHUE as having received the Subcontract Documents.

5.2. DONOHUE will neither approve nor disapprove materials or equipment prior to the opening of Bids.

5.3. Addenda may also be issued to modify the Bidding Documents as deemed advisable by DONOHUE.

5.4. Each Bidder shall ascertain prior to submitting a Bid that Bidder has received all Addenda issued, and each Bidder shall acknowledge receipt on the Bid Form.

ARTICLE 6 - BIDDING REQUIREMENTS

6.1. Methodology - Submit with Bid a written plan describing how the work will be performed. At a minimum, this plan shall include a description of the work methodology to be used, Bidder's understanding of the deliverables required, classifications of personnel who will do the work and their qualifications, a listing of equipment that will be used, and a proposed work schedule.

ARTICLE 7 - CONTRACT TIME

7.1. The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Subcontract Agreement.

ARTICLE 8 - "DELETED"

ARTICLE 9 - TIER SUBCONTRACTORS, SUPPLIERS, AND OTHERS

9.1. The apparent successful bidder, or any other Bidder so requested, shall submit to the office of DONOHUE the following information:

9.1.1. The designation of the Work to be performed by SUBCONTRACTOR with their own forces.

9.1.2. A list of the names of SUBCONTRACTOR'S proposed tier Subcontractors having a direct contract with SUBCONTRACTOR and whose portion of the Work exceeds \$5,000, along with the Work to be performed by each.

9.1.3. Bidder shall specify the number of people planned to be sent to the site during the performance of the Work correlated with the proposed progress schedule.

ARTICLE 10 - BID FORM

10.1. Only the Bid Forms included with this Project Manual shall be used.

10.1.1. The Contract Price shall be in writing and in figures; in case of conflict, the former shall apply.

10.1.2. Bidder is required to fill in unit or and total price for each item as called for on Bid Form.

10.1.3. All blanks on the Bid Form must be completed in ink or by typewriter.

10.2. The Bidder, when signing the Bid(s) shall meet the following requirements:

10.2.1. The full name, telephone number, and business address of Bidder must be entered on the Bid submitted. The Bid shall be signed in the space provided therefore by written signature of the person or persons properly authorized to sign it. All names must be typed or printed below the signature.

10.2.2. A Bid submitted by an individual shall be signed by the Bidder or by an authorized agent.

10.2.3. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.2.4. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Such corporation must be licensed to do business in the state in which the Project is located before a Contract to do the Work embraced in the Bid can be signed. If a foreign corporation, the state under which it is incorporated must be named.

10.2.5. Bids which are signed by an attorney-in-fact for individuals, firms, partnerships or joint ventures shall have attached thereto a power-of-attorney evidencing authority to sign the Bid.

10.3. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form.

10.4. It is the responsibility of the Bidder to submit a neat, accurate, and complete Bid.

10.5. Bidders may submit a Bid for a combination of bids when provided in the Bid Form.

ARTICLE 11 - SUBMISSION OF BIDS

11.1. Bids shall be submitted at the time and place indicated in the Notice to Bidders and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), name and address of the Bidder, and accompanied by other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

ARTICLE 12 - MODIFICATION AND WITHDRAWAL OF BID

12.1. Bids may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids prior to bid opening. Such notice shall be in writing over the signature of the Bidder.

ARTICLE 13 - AWARD OF CONTRACT(S)

13.1. DONOHUE reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to reject all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, DONOHUE reserves the right to reject the Bid of any Bidder if DONOHUE believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent requirements.

13.1.1. Type of Subcontract - The Subcontract awarded will be fixed unit price, services and supply, type Subcontract. The prices specified shall not be increased due to increased labor or materials costs during the term of this Subcontract unless otherwise specified herein.

13.2. In evaluating Bids, DONOHUE shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, unit prices, supplemental prices and other data as may be requested in the Bid Form or prior to the Notice of Award.

13.3. DONOHUE may consider the qualifications and experience of tier Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of tier Subcontractors, Suppliers, and other persons and organizations must be submitted.

13.4. DONOHUE may conduct such investigations as DONOHUE deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed tier Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Subcontract Documents to DONOHUE'S satisfaction within the prescribed time.

13.5. DONOHUE shall have the right to reject any unit prices for additions to or deductions from the Work as given in the Bid, if the prices are considered excessive or unreasonable, and to accept any unit prices which may be considered fair and reasonable.

13.6. On unit price subcontracts, the total Bid price shall be the total of unit prices extended by the estimated number of units set forth in the Bid. Errors in extension will be corrected by DONOHUE providing that the unit cost is legible and can be definitely identified as complying with the item specified. An extension may not be divided by the number of units specified to determine a unit cost, if such is omitted by the Bidder. Computation of the indicated sum of any column of figures will be corrected by using the mathematical summation of the figures or corrected figures.

13.8. If the subcontract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by DONOHUE indicates to DONOHUE that the award will be in the best interests of the Project and to determine the low Bidder on the basis of the total Contract Price.

13.9. If the contract is to be awarded, DONOHUE will give Successful Bidder notification at the earliest possible date.

13.10. DONOHUE is prohibited by reason of the Federal Restrictions from knowingly soliciting Bids from, negotiating with or awarding subcontracts to, and approving or allowing subcontracts with a debarred contractor. If a Bidder, offeror or proposed Subcontractor is listed on the consolidated list of debarred contractors compiled by the Federal Government, it will not be awarded the contract or be allowed to participate as a Subcontractor.

ARTICLE 14 - SUBCONTRACT SECURITY AND INSURANCE CERTIFICATION

14.1. When the Successful Bidder delivers the executed Subcontract Agreement to DONOHUE, it shall be accompanied by evidence of insurance required.

ARTICLE 15 - SIGNING OF SUBCONTRACT AGREEMENT

15.1. When DONOHUE gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Subcontract Agreement with all other written Subcontract Contract Documents attached. Within 5 days after the date of the Notice of Award, SUBCONTRACTOR shall sign and deliver the required number of counterparts of the Subcontract Agreement and attached documents to DONOHUE with the required bonds and evidence of insurance required by clause H24 of the Environmental Protection Agency Acquisition Regulation (EPARR) clauses. Within 5 days thereafter DONOHUE will deliver one fully signed counterpart to SUBCONTRACTOR. The date of award is the date of Agreement.

ARTICLE 16 - SALES TAX

16.1. Bidder shall investigate the statutory requirements for payment of sales taxes applicable to the state in which the work will be performed, and if required shall include the tax in the Bid. The state sales tax for Indiana is 5%.

16.2. If investigation indicates tax exempt status, SUBCONTRACTOR(S) shall forward this information to their Suppliers in order that the sale of such materials and equipment be properly recorded as a tax-exempt sale.

ARTICLE 17 - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

17.1. The Subcontract(s) that exceeds \$10,000 shall be subject to the applicable compliance standards and procedures of 40 CFR 8, Equal Employment Opportunity.

ARTICLE 18 - INFORMATION REGARDING BUY AMERICAN PROVISION

18.1. The Buy American Provision or Public Law 95-217 (Section 215 of Public Law 92-500 as amended) as implemented by EPA regulations and guidance, generally requires that preference be given to the use of domestic construction material in the performance of this Subcontract.

ARTICLE 19 - SMALL, MINORITY, WOMEN'S, AND LABOR SURPLUS AREA CONSTRUCTION CONTRACTORS

19.1. The Subcontracts awarded will be subject to EPA policy and regulations regarding the increased use of small, minority, women's, and labor surplus area businesses. A copy of the clauses governing their use are included in the Federal Requirements section of this Project Manual.

ARTICLE 20 - HEALTH AND SAFETY

20.1. The site specific Health and Safety Plan (HASP) for this work is presented in Appendix B (under separate cover). SUBCONTRACTOR'S shall become familiar with HASP and to conform to its requirements. The proposal will be evaluated on the assumption that most of the field work will be performed in the level of personal protection defined in the Specification, however, provisions will be made to upgrade to level of personal protection if necessary, as outlined in the HASP.

ARTICLE 21 - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (FAR)

21.1 Bidders shall complete the Representations and Certification page and the appropriate parts of Section K, Representations, Certifications, and other Statements of Offerors (FAR) included in the Federal Requirements. Complete and submit the separate set attached to the Bid Form.

* * * END OF INSTRUCTIONS TO BIDDERS * * *

B I D F O R M

BID FORM

PROJECT IDENTIFICATION:

LANG, FEENEY & ASSOCIATES INC.
Name of Bidder

Aerial and Field Survey
for the
Himco Dump Site
Elkhart, Indiana

PROJECT NUMBER: 20026.001

SUBCONTRACT NUMBER: 17-5L4J-1

THIS BID IS SUBMITTED TO:

Donohue & Associates, Inc.
Engineers, Architects, Scientists
111 North Canal Street, Suite 305
Chicago, IL 60606
Attn: Mr. Roman Gau, Project Manager

(hereinafter called DONOHUE)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Subcontract Agreement with DONOHUE in the form included with Subcontract Documents, including attachments thereto, to perform all Work as specified or indicated in the Subcontract Documents for the Subcontract Price and within the Subcontract Time indicated in this Bid and in accordance with the other terms and conditions of the Subcontract Documents.
2. Bidder accepts all of the terms and conditions of the Subcontract Documents. This Bid will remain subject to acceptance for the period specified in the Request for Proposal. Bidder will sign and submit the Subcontract Agreement with evidence of insurance, and other documents required by the Subcontract Documents within 5 days after the date of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Subcontract Agreement, that:
 - a. Bidder has examined the Subcontract Documents, including attachments thereto, and the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>
<u>16 April 1990</u>	<u>01</u>
<u>26 April 1990</u>	<u>02</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- b. Bidder has familiarized itself with the nature and extent of the Subcontract Documents, Work, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, and performance of the Work.
- c. Bidder has given DONOHUE written notice of all conflicts, errors or discrepancies that it has discovered in the Subcontract Documents and the written resolution thereof by DONOHUE is acceptable to Bidder.
- d. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over DONOHUE.
- e. Bidder agrees to comply with DONOHUE'S Small, Minority, and Women's Minority Business Enterprise requirements as provided for in the Federal Regulation and has completed and enclosed the Representations and Certifications forms provided in the Subcontract Documents.
- f. Bidder certifies that Bidder is not barred from bidding on this contract as a result of a conviction for the violation of Federal laws prohibiting bid-rigging or bid-rotating, and is not listed on the consolidated list of debarred contractors as compiled by the Federal Government.
- g. Bidder certifies that Bidder will comply with requirements of Site Specific Health and Safety Plan (HASP) (under separate cover).
- h. Bidder certifies that Bidder complies with the "Conflict of Interest" criteria specified in the Terms and Conditions required for Federal Subcontracts.
- i. Unit prices shall include the cost of aerial photography, survey, data recording, report preparation, insurance, submission of documents, compliance with health and safety, etc., and any other cost incidental to completing the work.

4. Bidder will complete the Work for the following prices:

UNIT PRICE SCHEDULE

<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>
1. Aerial Photography	LOT	<u>LUMP SUM</u>	\$ <u>550.00</u>
2. Topographic Base Maps	LOT	<u>LUMP SUM</u>	\$ <u>4070.00</u>
3. Owners of Record Search	LOT	<u>LUMP SUM</u>	\$ <u>340.00</u>
4. Site Boundary Plat Map	LOT	<u>LUMP SUM</u>	\$ <u>3024.00</u>
5. First Round of Field Survey	LOT	<u>LUMP SUM</u>	\$ <u>3040.00</u>
6. Second Round of Field Survey (Post Field Sampling Work)	LOT	<u>LUMP SUM</u>	\$ <u>2820.00</u>
7. Upgrade to Level "C" Personal Protection (Based on Crew Days)	6 Days	\$ _____/Day	\$ <u>0</u>
8. Field Survey Crew (Based on 2 Person Crew)	6 Days	\$ <u>680.</u> /Day	\$ <u>4080.00</u>
9. Drafting Services	25 Hrs.	\$ <u>30.</u> /Hr.	\$ <u>750.00</u>
10. CAD Computer Services (Based on Intergraph System)	25 Hrs.	\$ <u>35.</u> /Hr.	\$ <u>875.00</u>

TOTAL FIXED CONTRACT PRICE (ITEMS 1 THROUGH 10) nineteen thousand five
hundred forty-nine dollars (\$ 19,549.00)
(dollars - written) (figures)

DONOHUE reserves the right to add or delete up to 25 percent of quantities from unit price item without effecting unit price.

DONOHUE reserves the right to delete optional items without effecting unit prices. The total price will be reduced accordingly.

Contract Price for the sum of Bid items 1 through 10 will be used in evaluating the Bids. Contract Price will be the Total Fixed Contract Price for the sum of Bid items 1 through 10.

5. Bidder agrees that the Work on this Subcontract will begin as set forth in the Notice to Proceed and shall be Completed within 30 calendar days after the date when the Subcontract Time commences to run and ready for final payment in accordance with the Subcontract Documents.

6. The following documents are attached to and made a condition of this Bid:

- a. A tabulation of tier Subcontractors, Suppliers, and other persons and organizations required to be identified in this Bid.
- b. Methodology outlined in Instruction to Bidders, Article 6 - "Bidding Requirements".
- c. MBE/WBE/SBE compliance with affirmative step requirements as described in the Federal Requirements.
- d. Representations, Certifications, and other Statements of Offerors (FAR), forms attached.

7. Communications concerning this Bid shall be addressed to the Bidder as indicated below:

Name: Lang, Feeney & Associates Inc. Attn: J Bernard Feeney

Address: 715 S Michigan Street

State: South Bend, Indiana 46618

Telephone No.: 219-233-1841

8. The terms used in this Bid which are defined in the Subcontract Documents and have the meanings assigned to them in the Subcontract Documents.

SUBMITTED ON 02 May, 1990

SUBCONTRACTOR'S LICENSE NO. Registered Land Surveyor #S0309
(If required by state or municipal law)

I hereby certify that as Bidder I/We have examined and carefully prepared this Bid from the Bidding Documents, including attachments thereto, and have checked the same in detail before submitting this Bid, and that all statements herein are made on behalf of:

An Individual

By (Written) _____ (SEAL)
(Typed) (Individual's Name)

doing business as _____
(Firm Name)

Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)
(Firm Name)

Signature (Written) _____
(General Partner)

Business address: _____

Phone No.: _____

A Corporation

By Lang, Feeney & Associates Inc.
(Corporation Name)

Indiana
(State of Incorporation)

By (Written) William D. Lang
(Typed) (Name of Person Authorized to Sign) William D Lang

President
(Title) (Corporate Seal)

Attest (Written) John B. Feeney
(Typed) John B. Feeney (Secretary)

Business address: 715 S Michigan Street
South Bend, Indiana 46618

FAX 219-674-0374

Phone No.: 219-233-1841

A Joint Venture

By (Written)
(Typed) (Name)

(Address)

By (Written)
(Typed) (Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

(Bidders shall not add any conditions or qualifying statements to this Bid as Bid may be declared irregular as being not responsive to the Subcontract Documents. BIDDERS SHALL USE THIS BID FORM IN SUBMITTING THEIR BIDS.)

SOLICITATION AMENDMENT

BIDDER: _____

CONTRACTOR: DONOHUE & ASSOCIATES
111 N. Canal Street
Suite 305
Chicago, Illinois 60606

SOLICITATION NUMBER: 17-5L4J-01

AMENDMENT NUMBER: 01

DATE: April 16, 1990

DESCRIPTION OF AMENDMENT

Bidders may be required to furnish, prior to award, a "test" magnetic tape prepared in accordance with Section 01300, Part 1.02 (A). This tape will be used to verify compatibility with the Donohue Intergraph CADD system.

This tape, if required, will be furnished at no cost to Donohue and will be used as a basis for evaluating the responsiveness of the bidder.

BIDDERS MUST ACKNOWLEDGE THIS AMENDMENT BY MARKING IN THE APPROPRIATE BLOCK ON THE BID FORM OR SIGNING AND RETURNING THIS FORM.

BIDDER:

AUTHORIZED SIGNATURE: _____

TITLE: _____

TYPED NAME: _____

DATE: _____

SOLICITATION AMENDMENT

BIDDER: _____

CONTRACTOR: DONOHUE & ASSOCIATES
111 N. Canal Street
Suite 305
Chicago, Illinois 60606

SOLICITATION NUMBER: 17-5L4J-01

AMENDMENT NUMBER: 02

DATE: April 26, 1990

DESCRIPTION OF AMENDMENT

The bid opening date is extended to May 3, 1990. The bid opening time remain unchanged.

Add: Section 01300 Part 1.04(D) The contractor will also furnish those item in 1.0 (A) & (B) in either Intergraph or AutoCad format.

Change: Section 01010 Part 3.05 to read;
The aerial photography shall be completed during a period of minimal ground cover and will be submitted to Donohue no later than December 10, 1990.

BIDDERS MUST ACKNOWLEDGE THIS AMENDMENT BY MARKING IN THE APPROPRIATE BLOCK ON THE BID FORM OR SIGNING AND RETURNING THIS FORM.

BIDDER: _____
AUTHORIZED SIGNATURE: _____
TITLE: _____
TYPED NAME: _____
DATE: _____

SUBCONTRACT
AGREEMENT

SUBCONTRACT AGREEMENT

THIS SUBCONTRACT AGREEMENT is dated as of the _____ day of ____ in the year 19__ by and between Donohue & Associates, Inc. (hereinafter called DONOHUE)

and _____
(hereinafter called SUBCONTRACTOR).

DONOHUE and SUBCONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.1. SUBCONTRACTOR shall complete all Work as specified or indicated in the Subcontract Documents. The Work is generally described as aerial and field survey work.

1.2. The Project, for which the Work under the Subcontract Documents may be the whole or only a part, is based on requirements placed upon DONOHUE in the performance of its Prime Contract 68-W8-0093 with the Environmental Protection Agency (EPA) and is generally described as follows:

Aerial and Field Survey
for the
Himco Dump Site
Elkhart, Indiana

ARTICLE 2 - DONOHUE

2.1. The following authorized representatives are hereby designated for this Subcontract:

2.1.1. Contacts with DONOHUE which affect the Subcontract rates, schedules, statement of work and subcontract terms and conditions shall be made with the contractual representative. No changes to this Subcontract shall be binding upon DONOHUE unless incorporated in a written modification to the Subcontract and signed by DONOHUE'S contractual representative. DONOHUE'S contractual representative is Mr. Roman M. Gau.

2.1.2. DONOHUE's technical representative will provide technical direction on contract performance. This direction includes direction to the SUBCONTRACTOR which assists him in accomplishing the statement of work, and comments on and approval of reports or other deliverables. When, in SUBCONTRACTOR'S opinion, such technical direction constitutes a substantive change to the Subcontract Agreement, DONOHUE'S contractual representative shall be notified immediately requesting authorization for such change. Until such authorization is granted by DONOHUE'S contractual representative, SUBCONTRACTOR shall perform in accordance with the Subcontract agreement as written. If authorization is granted by DONOHUE'S contractual representative, it will be provided in the Change Order form included in Appendix A.

ARTICLE 3 - CONTRACT TIME

3.1. The Work shall commence within 7 calendar days from the Notice to Proceed and shall comply with the milestones outlined in the specifications and shall be complete and ready for final payment in accordance with FAR 52.232.1 within 120 calendar days after the Notice to Proceed.

ARTICLE 4 - SUBCONTRACT PRICE

4.1. DONOHUE shall pay SUBCONTRACTOR for the completion of the Work in accordance with the Subcontract Documents as shown in the SUBCONTRACTOR'S Bid Form, hereto attached as Exhibit "A", as accepted by DONOHUE. This subcontract is fully funded in the amount of \$_____ including profit through the duration of the Subcontract. Unless the price of this Subcontract is amended in writing by mutual agreement of the parties, DONOHUE is not obligated to compensate SUBCONTRACTOR beyond the funded amount.

ARTICLE 5 - PAYMENT PROCEDURES

5.1. Application for Payment shall be submitted to DONOHUE, in triplicate to:

Donohue & Associates, Inc.
Attn: Mr. Patrick Butler
111 North Canal Street
Suite 305
Chicago, IL 60606

Payment:

5.2. Upon completion, receipt of reports, and acceptance of the Work in accordance with the terms of the Subcontract and FAR 52.232.1, DONOHUE shall pay the SUBCONTRACTOR for completed work, up to the Subcontract Price.

ARTICLE 6 - INTEREST

All moneys not paid when due as provided in FAR 52.232-17 shall bear interest as provided in FAR 52.232-23.

ARTICLE 7 - SUBCONTRACT REPRESENTATIONS

In order to induce DONOHUE to enter into this Agreement, SUBCONTRACTOR makes the following representations:

7.1. SUBCONTRACTOR has familiarized itself with the nature and extent of the Subcontract Documents, Work, and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between DONOHUE and SUBCONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement.
- 8.2. Exhibits to this Agreement.
- 8.3. Notice to Proceed.
- 8.4. Federal Acquisition Regulations (FAR) Clauses, pages FAR-1 through FAR-4.
- 8.5. Environmental Protection Agency Acquisition Regulations (EPAAR) Clauses, pages EPAAR-1 through EPAAR-7.
- 8.6. Specifications consisting of divisions and pages listed in the General Table of Contents.
- 8.7. Addenda numbers ____ to ____, inclusive.
- 8.8. Instructions to Bidders.
- 8.9. Federal Requirements, - "Representations and Certifications".
- 8.10. SUBCONTRACTOR'S Bid marked Exhibit "A".
- 8.11. Post-Bid documentation submitted by CONTRACTOR prior to Notice of Award (Pages ____ to ____, inclusive.)
- 8.12. Appendix A, Change Order Form.
- 8.13. Appendix B, (under separate cover) Site Specific Health & Safety Plan (HASP).
- 8.14. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Subcontract Documents.
- 8.15. There are no Subcontract Documents other than those listed above in this Article 8. The Subcontract Documents may only be amended, modified or supplemented as provided above in Article 2.

ARTICLE 9 - DISCLOSURE

9.1. SUBCONTRACTOR shall not disclose information concerning work under this Subcontract to any third party, unless such disclosure is necessary for the performance of the subcontract effort. Should it be necessary to disclose information to a third party such party shall agree to hold such information as confidential. No news releases, public announcement, denial or confirmation of any part of the subject matter of this Subcontract or any phase of any

program hereunder shall be made without prior consent of DONOHUE. The restrictions of this paragraph shall continue in effect upon completion or termination of this Subcontract for such period of time as may be mutually agreed upon in writing by the parties. In the absence of a written established period, no disclosure is authorized. Failure to comply with provisions of this Clause may be cause for default termination of this Subcontract.

ARTICLE 10 - KEY PERSONNEL

10.1. For purposes of this clause, "Key Personnel" are defined as those individuals who are mutually recognized by DONOHUE and SUBCONTRACTOR as essential to the successful completion and execution of this Subcontract.

10.2. Personnel designated as "Key Personnel" shall be assigned to the extent necessary for the timely completion of the task to which assigned. Any substitution or reassignment involving SUBCONTRACTORS "Key Personnel" assigned to this work shall be made only with persons of equal abilities and qualifications and is subject to prior approval of DONOHUE, in writing.

10.3. DONOHUE reserves the right to direct the removal of any individual assigned to this Subcontract.

Subcontractors Key Personnel are:

Donohue's Technical Representative is: Ms. Vanessa Harris

Donohue's Contractual Representative is: Mr. Roman Gau

ARTICLE 11 - INDEMNIFICATION

11.1. SUBCONTRACTOR shall indemnify and save DONOHUE harmless from and against any and all liability for injury to persons or property occasioned wholly or in part by a negligent act, omission or willful misconduct by the SUBCONTRACTOR, its lower-tier subcontractors, agents, or employees, including any and all expense, legal or otherwise, incurred by DONOHUE in the defense or any claim or suit arising out of the work done under this Subcontract; provided, however, that the Subcontractor nor its tier subcontractor shall be liable for injury to persons or property caused by the negligent act or omission or willful misconduct of DONOHUE, its agents or employees.

11.2. DONOHUE shall promptly notify SUBCONTRACTOR of any claim against DONOHUE which is covered by this indemnification provision and shall authorize representatives of SUBCONTRACTOR to defend or settle subject to DONOHUE'S review any such claim or suit and to represent DONOHUE in, or to take charge of, any litigation in connection therewith.

ARTICLE 12 - NONWAIVER OF RIGHTS

12.1. The failure of DONOHUE to insist upon strict performance of any of the terms and conditions in the Subcontract or to exercise any rights or remedies, shall not be construed as establishing a precedence nor in any way prejudice its rights to assert any of the same or to rely on any such terms or conditions at any time thereafter. The invalidity in whole or in part of any term or condition of this Subcontract shall not affect the validity of the other parts hereof.

ARTICLE 13 - GENERAL RELATIONSHIP

13.1. SUBCONTRACTOR agrees that in all matters relating to this Subcontract it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Subcontract. SUBCONTRACTOR shall have no right, power or authority to credit any obligation, expressed or implied, on behalf of DONOHUE and the Government and shall have no authority to represent DONOHUE as an agent.

ARTICLE 14 - MISCELLANEOUS

14.1. No assignment by a party hereto of any rights under or interests in the Subcontract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under Subcontract Documents.

14.2. DONOHUE and SUBCONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Subcontract Documents.

DONOHUE and SUBCONTRACTOR have signed this Agreement in original counterparts. All portions of the Subcontract Documents have been signed or identified by DONOHUE and SUBCONTRACTOR.

This Agreement will be effective on _____, 19____

(CORPORATE SEAL)

(SUBCONTRACTOR)

(Signature)

(Typed Name and Title)

Address for giving notices:

(If SUBCONTRACTOR is a corporation
attach evidence of authority to
sign.)

(CORPORATE SEAL)

(DONOHUE)

(Signature)

(Typed Name and Title)

Address for giving notices:

F E D E R A L
R E Q U I R E M E N T S

REPRESENTATIONS AND CERTIFICATIONS

A PURCHASE ORDER/SUBCONTRACT WILL NOT BE ISSUED PRIOR TO THE RETURN OF THIS COMPLETED, SIGNED, AND DATED REPRESENTATIONS AND CERTIFICATION FORM.*

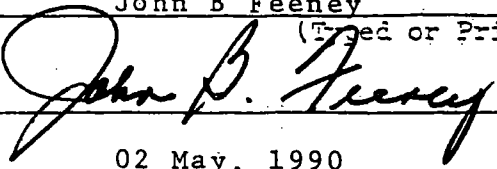
COMPLETION OF THIS FORM IS REQUIRED FOR THE ITEMS CHECKED BELOW.

- ☒ PART I - Articles K.1 to K.20
Complete this Part I if the dollar value of the procurement is expected to be \$10,000 or more.
- ☐ PART II - Articles K.21 and K.22
Complete this Part II, in addition to Part I, if the dollar value of the procurement is expected to exceed \$50,000 and the offeror has 50 or more employees.
- ☐ PART III - Article K.23 (REQUIRED FOR EVERY PROCUREMENT OF \$100,000 OR MORE--CLEAN AIR & WATER CERT.)
Complete this Part III, in addition to Parts I and II, if the dollar value of the procurement is expected to exceed \$100,000.
- ☐ PART IV - Article K.24 (REQUIRED FOR EVERY PROCUREMENT OF \$100,000 OR MORE--COST ACCT'G STDS. CERT.)
Complete this Part IV, in addition to Parts I, II, and III, if the dollar value of the procurement is expected to exceed \$100,000, except in the following cases:
- a. The offeror's price is based on established catalog or market prices of commercial items sold in substantial quantities to the general public,
 - b. The offeror's price is set by law or regulation,
 - c. The offeror is a small business concern.

This is to certify, to the best of my knowledge and belief, that the representations and certifications made herein by the offeror are accurate and current as of the date indicated below.

Offeror's Name Lang, Feeney & Associates Inc.
and Address 715 S Michigan St. South Bend, In 46618

Name of Person John B Feeney
Authorized to Sign (Typed or Printed)

Signature 

Date 02 May, 1990

*Representations and Certifications are not required for procurements issued against GSA Federal Supply Schedule (FSS) contracts where all items ordered are covered by the FSS contract.

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (FAR)

- K.1 Small Business Concern Representation
- K.2 Contingent Fee Representation and Agreement
- K.3 Type of Business Organization.
- K.4 Affiliation and Identifying Data
- K.5 Buy American Act-Trade Agreements Act - Balance of Payments Program Certificate
- K.6 Certification of Debarment/Suspension Status
- K.7 Place of Performance
- K.8 Certification of Independent Price Determination
- K.9 Representation Regarding Employment of Military Personnel
- K.10 Woman-Owned Small Business Representation
- K.11 Representation Concerning the Acquisition of Government Production and Research Property
- K.12 Small Disadvantaged Business Concern Representation
- K.13 Asbestos Certification
- K.14 Small Business and Small Disadvantaged Business Subcontracting Plan
- K.15 Preference for Labor Surplus Area Concerns
- K.16 Management of Government Property in Offeror's Possession
- K.17 Requirement for Technical Data Certification
- K.18 Walsh-Healy Public Contracts Act Representation (Regular Dealer/Manufacturer)
- K.19 Certification of Nonsegregated Facilities
- K.20 Preaward On-Site Equal Opportunity Compliance Review
- K.21 Previous Contracts and Compliance Reports
- K.22 Affirmative Action Compliance
- K.23 Clean Air and Water Certification
- K.24 Cost Accounting Standards Notices and Certification

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (FAR)

The offeror represents and certifies as part of its proposal/quotation that:
(Check or complete all applicable boxes or blocks.)

PART I - ARTICLES K.1 to K.20

COMPLETE THIS PART I IF THE DOLLAR VALUE OF THE
PROCUREMENT IS EXPECTED TO BE \$10,000 OR MORE.

K.1 SMALL BUSINESS CONCERN REPRESENTATION (FAR 52.219-1)

- (a) The offeror represents and certifies as part of its offer that it ☒ is, ☐ is not a small business concern. If offeror is a small business concern and is not the manufacturer or producer of the supplies offered, it also represents and certifies that all supplies to be furnished hereunder ☒ will, ☐ will not be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

A "small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts/subcontracts and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration under the Code of Federal Regulations, Title 13, Part 121.

K.2 CONTINGENT FEE REPRESENTATION AND AGREEMENT (FAR 52.203-4)

- (a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror:

- (1) ☐ has, ☒ has not employed or retained any person or company to solicit or obtain this subcontract; and,
- (2) ☐ has, ☒ has not paid or agreed to pay any person or company employed or retained to solicit or obtain this subcontract, any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this subcontract.

- (b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contractor and, when subparagraph (a) (1) or (a) (2) is answered affirmatively, to promptly submit to the Contractor:

- (1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or,
- (2) A signed statement indicating that the SF 119 was previously submitted to the same Contractor, including the date and applicable solicitation or subcontract number, and representing that the prior SF 119 applies to this offer or quotation.

Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.

K.3 TYPE OF BUSINESS ORGANIZATION (FAR 52.215-6)

(a) The offeror, by checking the applicable box, represents that it operates as: (X) a corporation incorporated under the laws of the State of Indiana, () an individual, () a partnership, () a nonprofit organization, or () a joint venture.

(b) The offeror shall indicate below the name and address of its principal place of performance/manufacture:

Lang, Feeney & Associates Inc.
(Principal Place of Performance)
715 S Michigan Street
(Street Address)
South Bend, Indiana 46618
(City) (State) (Zip Code)

K.4 AFFILIATION AND IDENTIFYING DATA

(a) The offeror represents that it () is, () is not owned or controlled by a parent company.

For this purpose, a parent company is one which either owns or controls the activities and basic business policies of the offeror. To own another company means that the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required. If another company is able to formulate, determine or veto basic business policy decisions of the offeror, such other company is considered the parent of the offeror. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.

(b) If the offeror is owned or controlled by a parent company, insert in the space below the name and main office address of the parent company.

n/a
(Name of Parent Company)

(Street Address)

(City) (State) (Zip Code)

(c) The offeror shall insert in the space below, if no parent company exists, the offeror's own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Federal Tax Return), or, if a parent company exists, the Employer's Identification Number of the parent company.

Offeror's E.I. No. 35-1362896
Parent Company's E.I. No. n/a

(d) Offeror's DUNS Identification No.: DUNS 021643275

The Data Universal Numbering System (DUNS) is assigned by Dun & Bradstreet, Inc., and is contained in that company's Data Universal Numbering System (DUNS). If the number is not known, it can be obtained from any Dun & Bradstreet branch office. The offeror should not delay the submission of this form or its quotation/proposal pending receipt of its DUNS number.

(e) Name and address of offeror's cognizant Government Security Office.

(Name: Cognizant Govt. Security Office)

(Street Address)

(City)

(State)

(Zip Code)

(f) Name and address of offeror's cognizant Government Defense Contract Audit Agency (DCAA) Office.

(Name: Cognizant Govt. DCAA Office)

(Street Address)

(City)

(State)

(Zip Code)

(g) Name and address of offeror's cognizant Government DCAS Office.

(Name: Cognizant Govt. DCAS Office)

(Street Address)

(City)

(State)

(Zip Code)

K.5 BUY AMERICAN ACT - TRADE AGREEMENTS ACT - BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (FAR 52.225-8)

(a) The offeror hereby certifies that each end product, except those listed in paragraph (b) below, is a domestic end product (as defined in FAR clause 52.225-9 entitled "Buy American Act - Trade Agreements Act - Balance of Payments Program"), and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States or a designated country (as defined in FAR Section 25.401).

(b)

Excluded End Products:

<u>Line Item Number</u>	<u>Country of Origin</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(List as necessary)

(c) Offers will be evaluated by giving certain preferences to domestic end products and designated country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product, offerors must identify and certify below those excluded end products that are designated country end products. Offerors must certify by inserting the applicable line item numbers below.

The offeror certifies that the following supplies qualify as "designated country end products" as that term is defined in the FAR clause entitled "Buy American Act - Trade Agreements Act - Balance of Payments Program":

(Insert line item numbers)

(d) Offers will be evaluated in accordance with Part 25, "Foreign Acquisition," of the Federal Acquisition Regulation.

K.6 CERTIFICATION OF DEBARMENT/SUSPENSION STATUS (DFAR 52.209-9000)

(a) The offeror certifies that it () is, (X) is not suspended, debarred, or ineligible from receiving contracts from the federal government, or in receipt of a notice of proposed debarment from any government agency.

(b) The offeror shall provide immediate notice to the contractor in the event of being suspended, debarred or declared ineligible by any government agency, or upon receipt of a notice of proposed debarment from any government agency.

K.7 PLACE OF PERFORMANCE (FAR 52.215-20)

(a) The offeror, in the performance of any subcontract/purchase order resulting from this solicitation, () intends, (X) does not intend (check applicable block) to use one or more plants or facilities located at a different address than the address of the offeror indicated in its proposal or quotation.

(b) If the offeror checked "intends" in paragraph (a) above, it shall advise the below required information:

(Place of Performance)

(Street Address)

(City) _____ (State) _____ (Zip Code)

(c) Offeror shall state below the name and address of owner and operator of the plant or facility where the work will be performed if other than the offeror's plant or facility:

(Name of Owner/Operator)

(Street Address)

(City) _____ (State) _____ (Zip Code)

K.8 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2)

(a) The offeror certifies that:

- (1) The prices in its offer have been arrived at independently, without-- for the purpose of restricting competition--any consultation, communication, or agreement with any other offeror or competitor relating to: (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in its offer have not been and will not knowingly be disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a formally advertised/sealed bid solicitation) or contract award (in the case of a negotiated/competitive solicitation) unless otherwise required by law; and,
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the offeror's organization responsible for determining or authorizing the prices being offered in its bid or proposal, and that the signatory, acting on his own behalf or acting as agent for the offeror's principals responsible for determining the prices offered in its bid or proposal, has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; and,

- (2) Certifies that the principals have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.

K.9 REPRESENTATION REGARDING EMPLOYMENT OF MILITARY PERSONNEL

The offeror represents that it () does, (X) does not now employ or intend to employ any person for work in the performance of a subcontract/purchase order resulting from this solicitation who is a current civilian employee or active duty member of the United States Military Service. An affirmative representation must be fully explained in writing to the contractor prior to award of any subcontract/purchase order.

K.10 WOMEN-OWNED SMALL BUSINESS REPRESENTATION (FAR 52.219-3)

(a) Representation. The offeror represents that it () is, (X) is not a women-owned small business concern.

(b) Definitions. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts/subcontracts, and qualified as a small business under the criteria and size standards prescribed by the Small Business Administration under the Code of Federal Regulations, Title 13, Part 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

K.11 REPRESENTATION CONCERNING THE ACQUISITION OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY

The offeror represents, to the best of its knowledge and belief, that any subcontract/purchase order resulting from this solicitation () does, (X) does not involve the acquisition of Government production and research property.

K.12 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (FAR 52.219-2)

(a) Representation. The offeror represents that it () is, (X) is not a small disadvantaged business concern.

(b) Definitions. "Small disadvantaged business concern," as used in this provision, means a small business concern that:

- (1) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals; and,
- (2) has its management and daily business controlled by one or more such individuals.

"small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts/subcontracts, and qualified as a small business under the criteria and size standards prescribed by the Small Business Administration under the Code of Federal Regulations, Title 13, Part 121.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the Small Business Administration under the Code of Federal Regulations, Title 13, Part 124.1.

K.13 ASBESTOS CERTIFICATION

The offeror certifies that its offer () does, (X) does not provide materials containing hazardous asbestos. For the purpose of this certification, asbestos is defined to include any of the following six fibrous mineral silicates of commercial importance: chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite. The term "materials containing hazardous" is defined to include all materials that are known or can logically be expected to require the use of asbestos in such a fashion as to expose Government or Contractor personnel to the risk of direct exposure to asbestos in a form that can be inhaled.

K.14 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (FAR 52.219-9)

The Contractor may be required to submit a Small Business/Small Disadvantaged Business (SB/SDB) subcontracting plan to its customer under the Prime Contract, and the offeror may be required to submit a SB/SDB subcontracting plan to the Contractor under any proposed subcontract hereunder. With respect to such requirements, the offeror hereby represents and certifies that its firm is: (check applicable boxes)

- | | | | |
|------------------------------------|--------------------|-------------------------|--------------------------------|
| 1. (X) Small Business | () Large Business | () Non-Profit Business | () Foreign Business (Non-U.S) |
| 2. () Disadvantaged Business | | | |
| 3. () Woman-Owned Business | | | |
| 4. () Labor Surplus Area Business | | | |

K.15 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS (FAR 52.220-1)

(a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers, or (2) bid evaluation in accordance with the Buy American Act clause of the solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify below the labor surplus area(s) in which the costs to be incurred on account of manufacturing or production (by the offeror or its first-tier subcontractors) amount to more than fifty percent (50%) of the subcontract price.

LSA(s): _____

(b) Failure to identify the locations as specified above will preclude consideration of the offeror as a labor surplus area concern. If the offeror is awarded a subcontract as a labor surplus area concern, and would not have otherwise qualified for the award, the offeror shall perform the subcontract, or cause it to be performed, in accordance with the obligations of a LSA concern.

K.16 MANAGEMENT OF GOVERNMENT PROPERTY IN OFFEROR'S POSSESSION
(FAR SUBPART 45.5)

(a) This is to certify that offeror () does, (x) does not have a current, approved Government Property Control System in accordance with FAR SUBPART 45.5.

(b) If offeror does have a current, approved Government Property Control System, such approval was granted by _____ (approval agency)
dated _____.

(c) If offeror does not have a current, approved Government Property Control System, and such property is planned to be furnished to the offeror for work hereunder, the offeror shall, if so requested, promptly furnish a copy of its current Property Control Administration Procedures to the Contractor for review.

K.17 REQUIREMENT FOR TECHNICAL DATA CERTIFICATION (DoD FAR 52.227-7026)

The offeror hereby certifies that it () has, () has not delivered, or () is obligated, () is not obligated to deliver to the Government under any contract or subcontract, the same or substantially the same technical data as are required to be delivered hereunder. If the offeror's representation is affirmative, the offeror shall identify below one such contract or subcontract under which such technical data were delivered or will be delivered and the place of such delivery.

~~XXXXXX~~/Subcontract No.: _____ PKGS 209-02

Place of Delivery: _____
Camp Dresser & McKee
(~~XXXXXXXXXXXXXXXXXXXX~~/Contractor)

Suite 104, 7611 Little River Turnpike
(Street Address)

Annandale Virginia 22003

(City) (State) (Zip Code)

Gary S Dunbar, Project Officer
(Delivered to: Name of Party)

K.18 WALSH-HEAVY PUBLIC CONTRACTS ACT REPRESENTATION (FAR 52.222-19)

The offeror represents, as a part of its offer, that it (X) is, () is not a regular dealer in, or () is, () is not a manufacturer of the supplies offered.

K.19 CERTIFICATION OF NONSEGREGATED FACILITIES (FAR 52.222-21)

(a) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the offer or subcontract.

(b) The offeror further agrees that (except where it has obtained nonsegregated facilities certifications from its proposed subcontractors for specific time periods), it will:

- (1) Obtain nonsegregated facilities certifications from its proposed subcontractors before the award of orders or subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
- (2) Retain the certifications in its files; and,
- (3) Forward the following notice to its proposed subcontractors (except if the proposed subcontractors have submitted nonsegregated facilities certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES:

A Certification of Nonsegregated Facilities must be submitted before the award of an order or subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each order/subcontract or for all orders/subcontracts during a period (i.e., quarterly, semiannually, or annually.)

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

K.20 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FAR 52.222.24)

An award in the amount of \$1 million or more will not be made hereunder unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$1 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of the solicitation.

PART II - ARTICLES K.21 and K.22

COMPLETE THIS PART II, IN ADDITION TO PART I, IF
THE DOLLAR VALUE OF THE PROCUREMENT IS EXPECTED TO
EXCEED \$50,000 AND THE VENDOR HAS 50 OR MORE EMPLOYEES.

K.21 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22)

The offeror represents that:

- (a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It () has, () has not, filed all required compliance reports; and,
- (c) Representations indicating submission of required compliance reports, signed by the offeror's lower-tier subcontractors, will be obtained before subcontract award by offeror.

NOTE: The above representation shall be completed by each offeror whose bid is \$50,000 or more and who has 50 or more employees.

K.22 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25)

The offeror represents that:

- (a) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or,
- (b) It () has not previously had contracts/subcontracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

NOTE: The above representation shall be completed by each offeror whose bid is \$50,000 or more and who has 50 or more employees.

TERMS AND CONDITIONS REQUIRED
FOR
FEDERAL SUBCONTRACTS

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES
(Environmental Protection Agency Contracts)
(Fixed Price Subcontracts)

1. DEFINITIONS

The following definitions apply unless otherwise specifically stated:

"Prime Contractor" - the legal entity issuing this Subcontract.
"Subcontract Administrator" - Prime Contractor's representative.
"Subcontractor" - the legal entity which contracts with the Prime Contractor.
"This Subcontract" - this contractual instrument, including changes.
"Prime Contract" - the Government contract under which this Subcontract is issued.
"FAR" - the Federal Acquisition Regulation.

2. FAR CLAUSES APPLICABLE TO THIS ORDER

The clauses in FAR Subpart 52.2 referenced in subparagraph (a) and those clauses referenced and checked in subparagraph (b), below, in effect on the date of this Subcontract, are incorporated herein and made a part of this Subcontract. To the extent that an earlier version of any such clause is included in the Prime Contract or Subcontract under which this Subcontract is issued, the date of the clause as it appears in such Prime Contract or Subcontract shall be controlling and said version shall be incorporated herein. In all such clauses, unless the context of the clause requires otherwise, the term "Contractor" shall mean Subcontractor, the Term "Contract" shall mean this Subcontract, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean Prime Contractor and Prime Contractor's Purchasing Representative, respectively. It is intended that the referenced clauses shall apply to Subcontractor in such manner as is necessary to reflect the position of Subcontractor as a Subcontractor to Prime Contractor, to insure Subcontractor's obligations to Prime Contractor and to the United States Government, and to enable Prime Contractor to meet its obligations under its Prime Contract or Subcontract.

(a) The following clauses except those deleted or applicable to other than fixed price subcontracts are applicable to this Subcontract:

<u>Clause No. & FAR Reference</u>	<u>Title of Clause</u>
52.202-1	Definitions
52.203-1	Officials not to Benefit
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to the Government

Clause No. &
FAR Reference

Title of Clause

52.203-7	Anti-Kickback Procedure
52.215-1	Examination of Records by Comptroller General
52.215-2	Audit -- Negotiations
52.215-22	Price Reduction for Defective Cost or Pricing Data
52.215-24	Subcontract Cost or Pricing Data
52.215-25	Subcontract Cost or Pricing Data - Modifications
52.219-8	Utilization of Small Business Concerns and Small Disadvantage Business
52.219-13	Utilization of Women-Owned Small Business
52.220-3	Utilization of Labor Surplus Area Concerns
52.220-4	Labor Surplus Area Subcontracting Program
52.222-3	Convict Labor
52.222-26	Equal Opportunity
52.222-28	Equal Opportunity Pre-award Clearance of Subcontracts
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans
52.222-36	Affirmative Action for Handicapped Workers
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era
52.223-2	Clean Air and Water
52.225-13 (Deleted)	Restrictions on Federal Public Works Project
52.227-1	Authorization and Consent
52.227-16 (Deleted)	Additional Data Requirements (For Experimental, Developmental, Research or Demonstration)
52.227-17	Rights in Data -- Special Works
52.229-3	Federal, State, and Local Taxes
52.229-5	Taxes -- Contracts Performed in U.S. Possessions or Puerto Rico
52.232-1	Payments
52.232-17	Interest
52.232-23	Assignment of Claims
52.232-25	Prompt Payment -- Alternate II
52.233-3 (Deleted)	Protest After Award

Clause No. &
FAR Reference

Title of Clause

52.243-1	Changes - Fixed Price
52.243-7	Notification of Changes
52.245-1 (Deleted)	Property Records
52.245-2 (Deleted)	Government Property (Fixed-Price Contracts)
52.245-11 (Deleted)	Government Property (Facilities Use)
52.245-19 (Deleted)	Government Property Furnished "As Is"
52.246-25	Limitation of Liability -- Services
52.249-14	Excusable Delays

(b) The following clauses are applicable to this Subcontract if checked:

Clause No. &
FAR Reference

Title of Clause

<input type="checkbox"/> 52.207-3	Right of First Refusal of Employment Openings
<input checked="" type="checkbox"/> 52.212-13	Stop Work Order
<input type="checkbox"/> 52.214-26	Audit - Sealed Bidding (If Subcontract exceeds \$10,000) (If this clause is checked, the clause in FAR 52,215-2 referenced in (a) above is inapplicable)
<input type="checkbox"/> 52.215-32	Certificate of Commercial Pricing
<input type="checkbox"/> 52.217-8	Option to Extend Services
<input type="checkbox"/> 52.219-9	Small Business and Small Disadvantaged Business Subcontracting Plan (If Subcontract exceeds \$500,000)
<input type="checkbox"/> 52.223-3	Hazardous Material Identification and Material Safety Data
<input type="checkbox"/> 52.224-2	Privacy Act
<input type="checkbox"/> 52.225-7	Balance of Payments Program
<input type="checkbox"/> 52.225-9	Buy American Act - Trade Agreements Act - Balance of Payments Program
<input type="checkbox"/> 52.225-10	Duty-Free Entry
<input type="checkbox"/> 52.227-1	Authorization and Consent
<input type="checkbox"/> 52.227-3	Patent Indemnity
<input type="checkbox"/> 52.227-8	Reporting of Royalties (Foreign)
<input type="checkbox"/> 52.227-9	Refund of Royalties
<input type="checkbox"/> 52.227-11	Patent Rights - Retention by the Contractor (Short Form)
<input type="checkbox"/> 52.227-12	Patent Rights - Retention by the Contractor (Long Form)
<input type="checkbox"/> 52.227-13	Patent Rights - Acquisition by the Government
<input type="checkbox"/> 52.228-5	Insurance - Work on a Government Installation
<input type="checkbox"/> 52.230-3	Cost Accounting Standards
<input type="checkbox"/> 52.230-4	Administration of Cost Accounting Standards

Clause No. &
FAR Reference

Title of Clause

___ 52.232-9	Limitation on Withholding of Payments
___ 52.232-16	Progress Payments (Notwithstanding paragraph 2 above, in paragraph (d), "Government" means the "U.S. Government" except in sub-division (d) (2) (iv). In paragraph (g), the term "Contracting Officer" means the Government of the Buyer).
___ 52.232-16	Progress Payments - Alternate I
___ 52.237-2	Protection of Government Buildings, Equipment, and Vegetation
___ 52.243-1	Changes - Fixed-Price - Alternate I (Substitute "20 days" for "30 days")
___ 52.243-1	Changes - Fixed-Price - Alternate V (Substitute "20 days" for "30 days")
X 52.244-5	Competition in Subcontracting
___ 52.245-2	Government Property (Fixed-Price Contracts) - Alternate I (If this clause is checked, paragraph (g) of the clause in FAR 52.245-2 referenced in (a) above is inapplicable).
___ 52.245-17	Special Tooling
___ 52.245-18	Special Test Equipment
___ 52.246-4	Inspection of Services - Fixed Price
___ 52.246-7	Inspection of Research & Development - Fixed Price
___ 52.246-9	Inspection of Research & Development (Short Form)
___ 52.246-23	Limitation of Liability
___ 52.246-24	Limitation of Liability - High Value Items
___ 52.246-25	Limitation of Liability - Services
___ 52.247-1	Commercial Bill of Lading Notation
___ 52.247-64	Preference of Privately Owned U.S. Flag Commercial Vessels
___ 52.247-64	Preference of Privately Owned U.S. Flag Commercial Vessels - Alternate I
___ 52.247-64	Preference of Privately Owned U.S. Flag Commercial Vessels - Alternate II
___ 52.248-1	Value Engineering
___ 52.248-1	Value Engineering - Alternate I
___ 52.248-1	Value Engineering - Alternate II
___ 52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (Subcontracts less than \$100,000)
X 52.249-2	Termination for Convenience of the Government (Fixed-Price) (less paragraphs (c) and (i). The term "1 year" appearing in paragraph (d) is changed to "6 months" and the number "90" appearing in paragraph (k) is changed to "45").

ENVIRONMENTAL PROTECTION AGENCY ACQUISITION
REGULATION (EPAAR) CLAUSES

(Environmental Protection Agency Contracts)
(Fixed Price Subcontracts)

1. REFERENCES TO ENVIRONMENTAL PROTECTION AGENCY
ACQUISITION REGULATION

All references herein to "Environmental Protection Agency Acquisition Regulation" or "EPAAR" shall mean the Environmental Protection Agency Acquisition Regulation which implements and supplements the Federal Acquisition Regulation.

2. EPAAR CLAUSES APPLICABLE TO THIS ORDER*

The clauses in EPAAR Subpart 1552.2 referenced in subparagraph (a) and those clauses referenced and checked in subparagraph (b), below, in effect on the date of this Subcontract, are incorporated herein and made a part of this Subcontract. To the extent that an earlier version of any such clause is included in the Prime Contract or Subcontract under which this Subcontract is issued, the date of the clause as it appears in such Prime Contract or Subcontract shall be controlling and said version shall be incorporated herein. In all such clauses, unless the context of a clause requires otherwise, the term "Contractor" shall mean Subcontractor, the term "Contract" shall mean Subcontract, and the terms "Government", "Contracting Officer", and equivalent phrases shall mean Donohue and Donohue's Subcontract Administrator, respectively. It is intended that the referenced clause shall apply to Donohue in such manner as is necessary to reflect the position of subcontractor to Donohue, to insure Subcontractor's obligations to Donohue and the United States Government, and to enable Donohue to meet its obligations under its Prime Contract or Subcontract.

(a) The following clauses are applicable to this order:

(b) EPAAR clauses applicable to this Order if checked:

* In addition applies to the attached H clauses in full text.

Clause No. &
EPAAR
Reference

Title of Clause

<u> </u> 1552.208-70	Printing
<u> X </u> 1552.209-71	Organizational Conflicts of Interest
<u> </u> 1552.210-71*	Monthly Progress Report - Short Form
<u> </u> 1552.210-74	Working Files
<u> </u> 1552.210-76*	Final Reports
<u> </u> 1552.223-70	Protection of Human Subjects
<u> </u> 1552.227-71	Rights in Data - General
<u> </u> 1552.227-71	Rights in Data - General Alternate I
<u> </u> 1552.227-72	Rights in Data - Special Works
<u> </u> 1552.227-73	Rights in Data - Existing Works
<u> </u> 1552.227-74	Additional Data Requirements
<u> X </u> 1552.235-70	Screening Business Information for Claims of Confidentiality
<u> X </u> 1552.235-71	Treatment of Confidential Business Information
<u> </u> 1552.235-72	Data Security - FIFRA and/or TSCA Confidential Business Information
<u> </u> 1552.237-70*	Contract Publication Review Procedures - Insert sixty (60) days in paragraph (b)
<u> </u> 1552.237-73*	Consultant Services and Consent - Enter "none" in paragraph (b)
<u> X </u> 1552.237-74	Publicity
<u> </u> 1552.245-70	Decontamination of Government Property

*See face page of order for additional information concerning this clause.

<u> X </u> 1552.237-75	Paperwork Reduction Act
<u> X </u> 1552.245-71	Government - Furnished Data
<u> </u> 1552.245-72	Fabrication or Acquisition of Nonexpendable Property

Following Attached Clauses (Full Text)

<u> X </u> H-12	Limitation on Future Contracting
<u> X </u> H-13	Health and Safety
<u> X </u> H-14	Training
<u> X </u> H-15	Technical Data
<u> X </u> H-16	Future Expert Consulting Services
<u> X </u> H-17	Notification of Conflict of Interest Regarding Personnel
<u> X </u> H-18	Project Employee Confidentiality Agreement
<u> X </u> H-20	Expert Testimony
<u> X </u> H-24	Insurance - Liability to Third Persons -- Commercial Organizations

H. 12 LIMITATION ON FUTURE CONTRACTING

Due to the scope and nature of this subcontract, the subcontractor shall observe the following restrictions on future hazardous waste site contracting for the duration of the contract or as otherwise specified:

1. Deleted.
2. Deleted.
3. Deleted.
4. The Subcontractor will be ineligible to compete for remedial action projects for which the Subcontractor has developed the solicitation package.
5. The Subcontractor, for a period of three (3) years after the expiration of this contract, agrees not to compete for or to represent a private party on any work pertaining to a specific site at which the Subcontractor previously performed for the Prime Contractor under this contract without the prior written approval of the Prime Contractor's cognizant EPA Contracting Officer.

The Subcontractor shall insert in any remedial planning and implementation subcontract or consultant agreement hereunder the provisions which shall conform substantially to the language of this article, including this paragraph. However, Paragraphs (4) and (5) shall be included in all subcontract and consultant agreements.

H. 13 HEALTH AND SAFETY

The nature of the work to be performed under this subcontract is inherently hazardous.

In performance of work under this subcontract the Subcontractor shall, as a minimum, satisfy all Federal, state, and local statutes, regulations, ordinances, etc., regarding health and safety. Beyond this minimum requirement, the Subcontractor shall comply with the Prime Contractor's health and safety plans peculiar to a particular site proposed for investigation.

H. 14 TRAINING

The Subcontractor shall certify to DONOHUE in writing that each of its employees, subcontractors, or consultants has completed an EPA approved training program, in relation to this project, prior to assignment of any such employee, subcontractor, or consultant to field duty.

H. 15 TECHNICAL DATA

1. The Subcontractor hereby agrees to deliver to the Government via Donohue within ninety (90) days after the completion of the period of performance of each work assignment or as otherwise requested by the Government the following documents:
 - a. All originals and copies, and all abstracts and excerpts therefrom, of all information supplied to the contractor by the Government and specifically designated "Confidential Business Information," pursuant to the clause entitled "Treatment of Confidential Information."
 - b. All originals and copies, and all abstracts and excerpts therefrom, of all information collected by the contractor directly from a business or from a source that represents a business or businesses, such as a trade association, pursuant to the contract clause entitled "Screening Business Information for Claims of Confidentiality."
 - c. All originals (if originals are unavailable, copies will be acceptable) of all data defined below, which is pertinent to the support of the Remedial Response Program and has been furnished to the contractor by the Government or has been generated by the contractor in performance of this contract. In the event that there is any disagreement as to whether certain data is considered pertinent, the EPA Project Officer shall make the final determination. This determination shall not be subject to the terms of the clause entitled "Disputes" set forth in the General Provisions of this contract.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
 - d. Copies of all other types of additional data, including but not limited to: reference materials, source lists, field notes, log books, chemical data, maps, and photographs, pursuant to the contract clause entitled "Additional Data Requirements."
2. With regard to all copies of data specifically requested by the Government during contract performance or for a period of ten years after expiration of the contract and supplied in response thereto by the contractor under the contract clause entitled "Additional Data Requirements," the contractor shall, pursuant to paragraph (c) of said clause, be entitled to compensation (either through this contract or a separate contractual agreement) to cover the cost of collecting, preparing, editing, duplicating, assembling, and shipping the data requested.

3. The Subcontractor shall not be required to turn over or provide to Donohue or the Government any of the following:

- a. Financial, administrative, cost and pricing and management data, or other information incidental to contract administration, pursuant to the clause entitled "Rights in Data - Special Works." Such financial, cost, pricing, and management data does not refer to site specific cost records which are necessary to substantiate cost recovery actions.
- b. Data that is not essential and closely related to the contract work. In the event there is any disagreement as to whether certain data is essential and related to the contract work, Donohue's EPA's Project Officer shall make the final determination. This determination shall not be subject to the terms of the contract clause entitled "Disputes."
- c. Subcontractual agreements for supplies or services. (This exclusion does not apply, however, to technical data resulting from such services.)
- d. Subcontractor and personnel performance ratings and evaluations.
- e. Technical or other data previously developed by parties other than the contractor which was acquired independently of this contract or acquired by the contractor prior to this contract under conditions restricting the contractor's right to such data.

4. Upon receipt of all data provided to the Government via Donohue by the subcontractor under paragraph (1), above, the Donohue EPA Contracting Officer shall acknowledge in writing to Donohue the receipt of all confidential or other data. Donohue shall forward said acknowledgment to the subcontractor.

H. 16 FUTURE EXPERT CONSULTING SERVICES

It is recognized that, subsequent to the performance period of this subcontract, the need may arise to provide expert testimony during hearings and/or court proceedings involving site specific activities or other matters, with regard to which personnel provided by the Subcontractor under this contract (including subcontractor personnel) would have gained expertise as a result of tasks performed under this contract. Therefore, the contractor agrees to make available expert consulting services in support of such future proceedings, and to enter into intent agreements as necessary with subcontractors to ensure the availability of subcontractor personnel, provided under this contract, to provide expert consulting services. Agreement to provide such services in the future serves as a notice to intent only. Such services are not purchased hereby and will be obtained through a separate contractual agreement.

H. 17 NOTIFICATION OF CONFLICT OF INTEREST REGARDING PERSONNEL

In addition to the requirements of the contract article entitled "Organizational Conflicts of Interest," the following provisions with regard to individual personnel performing under this contract shall apply for the duration of the contract.

The Subcontractor agrees to notify the EPA Contracting Officer via Donohue of any actual, apparent, or potential conflict of interest with regard to any individual working on a work assignment or having access to information regarding this contract. Notification of any conflict of interest shall include both organizational conflicts of interest (as defined in the above-referenced contract clause) and personal conflicts of interest (which are defined as the same types of relationships as an organizational conflict of interest, but applicable to an individual.)

In the event that a personal conflict of interest appears to exist, the individual who is affected shall be disqualified from taking part in any way in the performance of the assigned work which created the conflict of interest situation.

H. 18 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT

The Subcontractor agrees to obtain confidentiality agreements from all personnel working on requirements under this contract.

Such agreements shall contain provisions which stipulate that each individual agrees not to disclose to any entity external to EPA, Donohue, or the subcontractor either in whole or in part any data or technical data provided by the Government or generated by the strategy without first obtaining the written permission of Donohue's EPA Contracting Officer via Donohue. Such agreements shall be effective for a period of ten (10) years commencing with the effective date of the contract.

H. 19 (Not Applicable)

H. 20 EXPERT TESTIMONY

From time to time, the Government may have the need for expert testimony during enforcement proceedings for a given site where the subcontractor provided services. Such effort shall be considered within the scope of this subcontract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to what actions the subcontractor took at a site. In the event such services are required after performance of this subcontract, a separate negotiated procurement action may be instituted with the subcontractor.

H. 21 (Not Applicable)

H. 22 (Not Applicable)

H. 23 (Not Applicable)

H. 24 INSURANCE--LIABILITY TO THIRD PERSONS--COMMERCIAL ORGANIZATIONS (EPAAR 1552.228-70) (APR 1984) (with deviation)

- a. This clause will be modified by the mutual agreement of the parties hereto within 180 days of the EPA's promulgation of final guidelines for carrying out the provisions of Subsection 119 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA).
- b. The Subcontractor shall procure and maintain such insurance as is required by law or regulation, including that required by FAR Part 28, in effect as of the date of execution of this subcontract, and any such insurance as Donohue may, from time to time, require with respect to performance of this contract.
- c. At a minimum, the Subcontractor shall procure and maintain the following types of insurance:
 - 1. Workmen's compensation and occupational disease insurance in amounts to satisfy State law;
 - 2. Employer's liability insurance in the minimum amount of \$100,000 per occurrence;
 - 3. Comprehensive general liability insurance for bodily injury, death or loss of or damage to property of third persons in the minimum amount of \$1,000,000 per occurrence;
 - 4. When vessels are used in the performance of the contract, vessel collision liability and protection and indemnity liability insurance in such amounts as Donohue may require or approve: provided, that the subcontractor may, with the approval of Donohue, maintain a self-insurance program. All insurance required pursuant to the provisions of this paragraph shall be in such form and for such periods of the time as Donohue may, from time to time, require or approve and with insurers approved by Donohue.
- d. Deleted
- e. Deleted
- f. Deleted
- g. Deleted
- h. Deleted
- i. Deleted
- j. Deleted
- k. Deleted

S P E C I F I C A T I O N S

DIVISION 1

GENERAL REQUIREMENTS

SECTION 01010
STATEMENT OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY SUBCONTRACT DOCUMENTS

A. Summary:

1. Work for this Subcontract includes an aerial survey, preparation of an accurate topographic base map, a search to determine owners of record, field survey, and preparation of site boundary plat map at HIMCO Dump Superfund site, Elkhart County, Indiana.

B. Bid Schedule:

1. Include cost of Work specified in Contract Documents for aerial survey, topographic base map, owners of record search, field survey, and preparation of site boundary plat map for DONOHUE in unit prices included in Bid Form.

C. Payment:

1. Consider Work specified in this section as part of appropriate unit prices specified in Bid Form.

1.02 DESCRIPTION OF WORK SITE

- A. In accordance with ARCS V Work Assignment No. 17-5L4J for U.S. Environmental Protection Agency, EPA has initiated development of Remedial Investigation/Feasibility Study (RI/FS) to be performed by DONOHUE under Region V ARCS Program Contract No. 68-W8-0093.
- B. The Himco Dump Site is located in the City of Elkhart in Elkhart County, Indiana (Appendix C, Figure 1). The Himco Dump occupies approximately 60 acres at County Road 10 (Bristol Street) and the Nappanee Extension. The Himco Dump is bordered by residential areas along the south and west property lines, by agricultural along the north property line, and agricultural along the north property line, and industrial along the east property line (Appendix C, Figure 2).
- C. The privately owned HIMCO Dump operated between 1960 and September 1976. A marshy area was excavated to a depth of 10 to 20 feet. General refuse, and industrial, pharmaceutical and medical waste were buried in the landfill; approximately 2/3 of the landfill is believed to be waste calcium sulfate. The highest point of the fill is 15 feet above ground level at the center and tapers to 5 feet. The cover is supposedly 1 to 1.5 feet. Leachate collection and a liner are not believed to exist.

- D. In 1974, the Indiana State Board of Health advised HIMCO to drill deep wells to replace six contaminated shallow residential wells immediately south of the dump.
- E. In 1984, a U.S.E.P.A. investigation indicated the presence of elevated levels of metals (Arsenic, Beryllium, Copper, Iron, Lead, Manganese, Mercury, Nickel, Selenium and Cobalt) in downgradient and onsite wells. Organics detected on-site included acetone, trans 1, 2- dichloroethylene, phenol, 4-methylphenal, chlorsethane and freon. A downgradient well contained trans 1, 2-dichloroethylene. Pyrene, acenapthene, 1, 2, 4-trichlorobenzene, and dinitrotoluene. No PCBs or pesticides were detected. Methane and hydrogen sulfide odors were noted during the investigation. It has been reported that radioactive wastes and demolition wastes are likely contaminants at the dump. This has not been documented. It is believed that demolition waste is probably debris and not explosives. Radioactive waste, if present, is expected to be beta emitters commonly used in pharmaceuticals and medical processes. A site walkthrough was conducted on November 9, 1989. Constant measurements were taken with atmospheric monitoring equipment (an HNu, lumidor, and geiger counter). Compounds monitored included VOCs, hydrogen sulfide, methane, X and gamma radiation. No measurements above background were noted during the walk through.

1.03 FORM OF SPECIFICATIONS

- A. Some Work described in these Specifications use systems approach to identify systems of service or installation.
1. System components either specified in System Specification or by reference to another section.
- B. Term "provide" or "provided" shall mean "furnish and install in place."

1.04 QUALITY ASSURANCE

- A. Surveying must be conducted under the supervision of a Registered Land Surveyor in the State of Indiana.
- B. Drawings shall be stamped with the seal of a surveyor registered in the State of Indiana.

PART 2 PRODUCTS

(Not Applicable)

PART 3 SCOPE OF WORK FOR SUBCONTRACT

3.01 GENERAL

- A. Perform Work under Firm Fixed unit Price Contract with DONOHUE.

3.02 DEFINITION OF STUDY AREA

- A. The study area lies between the following limits: West of the Centerline of the Nappanee Extension, south of a line 200 feet north of and parallel to the section line between Sections 25 and 36, east of a line 2800 feet west of and parallel to the section line between Sections 36 and 31, and north of the centerline of Bristol Avenue.

3.03 WORK BY SUBCONTRACTOR

- A. Provide the following work which is described in Section 02052.
 - 1. Aerial Photography.
 - 2. Topographic Mapping.
 - 3. Title Search to determine Owners of Record.
 - 4. Site Boundry Plat Map.
 - 5. Field Survey.
- B. SUBCONTRACTOR shall maintain good public relations with property owners and occupants. SUBCONTRACTOR'S field personnel shall be made thoroughly cognizant by the SUBCONTRACTOR of the importance of this aspect to the Work and its sensitivity to the entire program, as well as to the successful completion of SUBCONTRACTOR'S assignment.
- C. All field activities shall be conducted with the minimum practical damage to the site environment. Tree and brush removal and similar impacts upon the site environment shall be limited to only that which is approved by DONOHUE.

3.04 WORK BY DONOHUE

- A. Provide access to the site.
- B. Review submittals in accordance with Section 01300.
- C. Perform the field drilling and sampling program.

3.05 SCHEDULE

- A. The work shall be completed in accordance with the Contract Time described in Article 3 of the Subcontract Agreement. The following milestone dates shall be met by the SUBCONTRACTOR.
 - 1. The aerial photography shall be completed during a period of minimal ground cover and within 20 calender days of the Notice to Proceed.

2. The first field survey shall be completed within 30 calendar days from the Notice to Proceed and the second field survey shall be completed within 14 calendar days after notification by DONOHUE that the field sampling work is complete. All other required field surveys shall be completed within the Contract Time described in Article 3 of the Subcontract Agreement.
3. Review prints of the base maps shall be submitted to DONOHUE within 60 calendar days from completion of the aerial photographs.
4. Review prints of the site boundary plat maps shall be complete and submitted to DONOHUE within 90 days from the Notice to Proceed.

* * * END OF SECTION * * *

SECTION 01155
ON-SITE HEALTH AND SAFETY REQUIREMENTS

PART 1 GENERAL REQUIREMENTS

1.01 DESCRIPTION OF WORK

- A. SUBCONTRACTOR shall be responsible for safe work practices, including trenching, sheeting and shoring, scaffolding, materials handling, and drilling; safe operation of equipment and safety of their employees and other persons or organizations during the Work on-site.
- B. Work at hazardous waste sites may place SUBCONTRACTOR'S personnel in potentially hazardous situations due to SUBCONTRACTOR'S personnel's exposure to leachate, gases, and other various hazardous materials.

1.02 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies:
 - 1. SUBCONTRACTOR shall plan for and ensure personnel comply with basic provisions of OSHA Safety and Health Standards (29 CFR 1910), and General Construction Standards (29 CFR 1926), as applicable to specific tasks.

1.03 OPERATIONS AND EQUIPMENT SAFETY

- A. SUBCONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. SUBCONTRACTOR shall take all necessary precautions for safety of all employees on Work and other persons and organizations who may be affected thereby.
- B. SUBCONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection.
- C. SUBCONTRACTOR'S duties and responsibilities for safety in connection with Work shall continue until such time as all Work is completed and DONOHUE has issued a notice to SUBCONTRACTOR that Work is acceptable.
- D. SUBCONTRACTOR shall designate responsible representative at site whose duty shall be prevention of accidents. This person shall be SUBCONTRACTOR'S superintendent unless otherwise designated in writing by SUBCONTRACTOR to DONOHUE.

1.04 HAZARDOUS MATERIALS HEALTH AND SAFETY

- A. DONOHUE has developed Health and Safety Plan (HASP) for environmental safety of personnel on-site. The HASP will be provided before initiation of on-site field activities.
- B. SUBCONTRACTOR shall become familiar with the HASP and comply with its requirements.
- C. Work shall be performed in accordance with Level D personal protection as defined in HASP. Provisions shall be made to upgrade to Level C, as defined in HASP, if necessary.

1.05 PAYMENT

- A. SUBCONTRACTOR shall be paid for cost for Work performed in Level D as incidental and include cost as part of appropriate unit prices specified in Bid Form or at Level C in accordance with the schedule in the Bid Form.

PART 2 PRODUCTS

(Not Applicable)

PART 3 EXECUTION

(Not Applicable)

* * * END OF SECTION * * *

SECTION 01300
SUBMITTALS

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section contains requirements for submittals of topographic base map, owners of record search, field notes, and plat maps required by Contract Documents.
- B. Submittal for Review:
 - 1. Submit required materials for DONOHUE'S review in accordance with requirements of Contract Documents.
- C. Submittal for Record:
 - 1. Submit required materials for inclusion into DONOHUE'S records. Submittal materials may or may not be reviewed by DONOHUE.
- D. Submittal Destination:
 - 1. All submittals shall be sent to Donohue & Associates, Inc., 111 N. Canal, Suite 305, Chicago, IL 60606, Attn: Ms. Vanessa Harris.

1.02 TOPOGRAPHIC BASE MAP

- A. A nine (9) track 1600 BPI magnetic tape with the computer file in Intergraph IGDS Format shall be included with submittal for record.
- B. Provide 2 blue-line prints of each drawing with submittal for review.
- C. Provide 4 blue-line prints of each drawing as well as one original mylar with submittal for record.

1.03 OWNERS OF RECORD SEARCH

- A. Provide a typed report including the owner's addresses and phone numbers and a brief description of each property.
- B. Submit 3 copies of report with submittal for record.

1.04 SITE BOUNDARY PLAT MAP

- A. Provide two versions of plat map as described in Section 02052.
- B. Provide 2 blue-line prints of each drawing with submittal for review.

- C. Provide 4 blueline prints of each drawing as well as original mylars and overlays with submittal for record.

1.05 FIELD NOTES

- A. Provide clear copy of all field notes. All writing, numbers and sketches must be legible.
- B. Submit 1 copy of all field notes with submittal for record.

1.06 PAYMENT

- A. Subcontractor shall consider all costs for the Work performed as described in this section as incidental and include cost as part of appropriate unit prices specified in Bid Form.

PART 2 PRODUCTS

(Not Applicable)

PART 3 EXECUTION

(Not Applicable)

* * * END OF SECTION * * *

DIVISION 2

TECHNICAL REQUIREMENTS

SECTION 02052
AERIAL PHOTOGRAPHY, SURVEY AND MAPPING

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

- A. This section contains requirements for an aerial survey and the associated topographic mapping. The Subcontractor shall perform title search to determine the owners of record for the study area and produce a site boundary plat map. A field survey will also be required.

1.02 SUBMITTALS

- A. Base map.
- B. Records search.
- C. Site boundary plat map.
- D. Field survey notes.
- E. Submit in accordance with Section 01300.

1.03 PAYMENT

- A. Subcontractor shall include all cost for Work performed as described in this section in the appropriate unit prices specified in the Bid Form.

PART 2 PRODUCTS

(Not Applicable)

PART 3 EXECUTION

3.01 AERIAL PHOTOGRAPHS

- A. Obtain the necessary aerial photographs for use in making a topographic base map of the study area.
- B. The maximum nominal negative scale shall be 1 in. = 660 ft using a six (6) inch focal length camera and Kodak 2445 color film.

3.02 TOPOGRAPHIC MAPPING

- A. A topographic base map of the study area shall be prepared from the aerial photographs.

- B. Scale shall be one inch to 100 feet (1":100'). Contour interval shall be two feet.
- C. The base map shall illustrate the locations of wetlands, floodplains, water features, drainage patterns, tanks, buildings, utilities, paved areas, easements, right-of-ways, existing monitoring wells and other wells, new monitoring wells, gas probes, and other pertinent features and critical points as determined by DONOHUE. Items that cannot be located utilizing the aerial photographs shall be located through field survey.
- D. The base map must meet the following requirements:
 - 1. Must be set up on an Intergraph Computer Aided Design (CAD) Computer System capable of producing out put on a nine (9) track 1600 BPI magnetic tape with the computer file in Intergraph IGDS format.
 - 2. The information on the base maps shall be separated into different levels as defined in the Intergraph Micro Station References Guide, document number DSY5114, Volumes 1 and 2 and in accordance with DONOHUE's Standard CAD Levels and Line Weights. See Appendix D for criteria describing DONOHUE's Standard CAD Levels and Line Weights.
 - 3. Base maps shall also be provided in hard copy, 24 inch by 36 inch single mat mylars.
 - 4. Show scale on drawing. Show north arrow and locate north at the top of the sheet.
 - 5. Size of study area will require two sheets. Place match line parallel to the section line between Sections 25 and 36. Approximately equal areas above and below the match line on each drawing. Place grid points at 500 foot stations. The grid shall run North/South and East/West and shall be tied into the State Plane Coordinate System.
 - 6. Include legend of symbols and abbreviations used on the drawings.

3.03 OWNERS OF RECORD TITLE SEARCH

- A. The subcontractor is to perform a title records search to determine the owners of record of all properties that fall fully or partially within the study area. Provide most recent legal description for each parcel. Prepare a typed report with the owner's addresses and phone numbers and a brief description of each property.
- B. Include as an appendix to the report copies of legal descriptions of all properties wholly or partially within study area.
- C. Also include in appendix copies of existing county or township records, if applicable to the study area.

3.04 SITE BOUNDARY PLAT MAP

- A. Prepare a plat map showing property boundary lengths and bearings, and property corners within the study area. Show and describe the coordinates of the corners of the study area, and the section corner. Prepare two versions of plat map, one showing the property boundaries and study area. The second version should show only the property boundaries and the owners of record.
- B. A legal description of the study area shall be assembled from existing county and township records and the results of the site survey. The description shall be printed on the study area plat map.
- C. Bearings and coordinates should be referenced to the State Plane Coordinate System.
- D. Base plat maps shall be on 24 inch by 36 inch single mat mylar prepared from data obtained from the base maps described in Article 3.03. The first clear mylar overlay should show all the property lines within the study area. The second clear mylar overlay should list all the written designations except for the owner's names. The third clear mylar overlay should list the owner names. The final overlay should include the title blocks and margins.
- E. Drawings shall be at a scale of 1 inch = 100 feet. Show scale on drawing. North arrow facing top of sheet.
- F. Size of study area will require two sheets. Match line should be in the same locations as the match line on the topographic base map, refer to Article 3.02.

3.05 FIELD SURVEY

- A. Conduct two (2) field surveys. The first field survey shall be completed before DONOHUE mobilizes for field investigation and sampling. The second field survey shall be conducted after DONOHUE has completed field sampling work.
- B. The first field survey shall be conducted within the study area to locate existing section corners, the corners and boundary lines of the study area, phone, electrical, gas, water, and sewer utilities, existing monitoring and other wells, and to stake out a grid system.
- C. Subcontractor shall establish horizontal and vertical controls for three points for an aerial photograph, relative to the National Geodetic Vertical Datum of 1929 and the State Plane Coordinate System. Examples of control points are pavement corners or the base of a pole set into concrete.

- D. Stake out a grid system on the cap of the existing landfill to be used by DONOHUE during subsequent cap sampling operations. Approximate grid locations are shown in Figure 3. The grid points are to be at 100 foot centers and should tie evenly into the 500 foot grid required on the topographic map described in Article 3.02.
- E. Conduct a second field survey to occur after the conclusion of DONOHUE's field sampling work. Locate new monitoring wells, gas probes and other critical sampling points, as determined by DONOHUE, and add the locations to the topographic maps described in Article 3.02.
 - 1. Obtain approval from DONOHUE prior to completing post field sampling survey.
- F. During field surveys, locate other pertinent features necessary to complete the information required on the Topographic Maps and the Site Boundary Maps. Conduct additional field surveys as required.

* * * END OF SECTION * * *

A P P E N D I X

- A. CHANGE ORDER FORM
- B. SITE SPECIFIC HEALTH & SAFETY PLAN (HASP) (Under Separate Cover)
- C. DRAWINGS:
 - 1. SITE LOCATION MAP (FIGURE 1)
 - 2. PARCEL OWNERSHIP (FIGURE 2)
 - 3. GRID LOCATION (FIGURE 3)
- D. CRITERIA DESCRIBING DONOHUE'S STANDARD CAD LEVELS AND LINE WEIGHTS

APPENDIX A
CHANGE ORDER FORM

CHANGE ORDER NO. _____

Subcontract Description _____ Date _____

Project _____

Subcontract No. _____ Subcontractor _____

Date of Subcontract Time Start _____ Original Subcontract Award \$ _____

Change Ordered Herewith:

Reason for Change Order:

SUBCONTRACT AMOUNT SUBCONTRACT TIME (CAL. DAYS)
To subs. To final
completion completion
Original: \$ _____ Original: _____
Previous C.O.s _____
(ADD/DEDUCT): \$ _____ (ADD/DEDUCT): _____
This C.O. _____
(ADD/DEDUCT): \$ _____ (ADD/DEDUCT): _____
REVISED: \$ _____ REVISED: _____
Orig. Compl. Date: _____
Rev. Compl. Date: _____

It is agreed by the Subcontractor that this change order includes any and all costs associated with or resulting from the change ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this change order.

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE SUBCONTRACT AND ALL
STIPULATIONS AND COVENANTS OF THE SUBCONTRACT SHALL APPLY HERETO.

Subcontractor _____ By: _____ Date _____

Donohue & Associates, Inc. _____ By: _____ Date _____

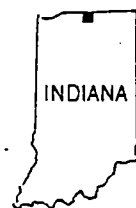
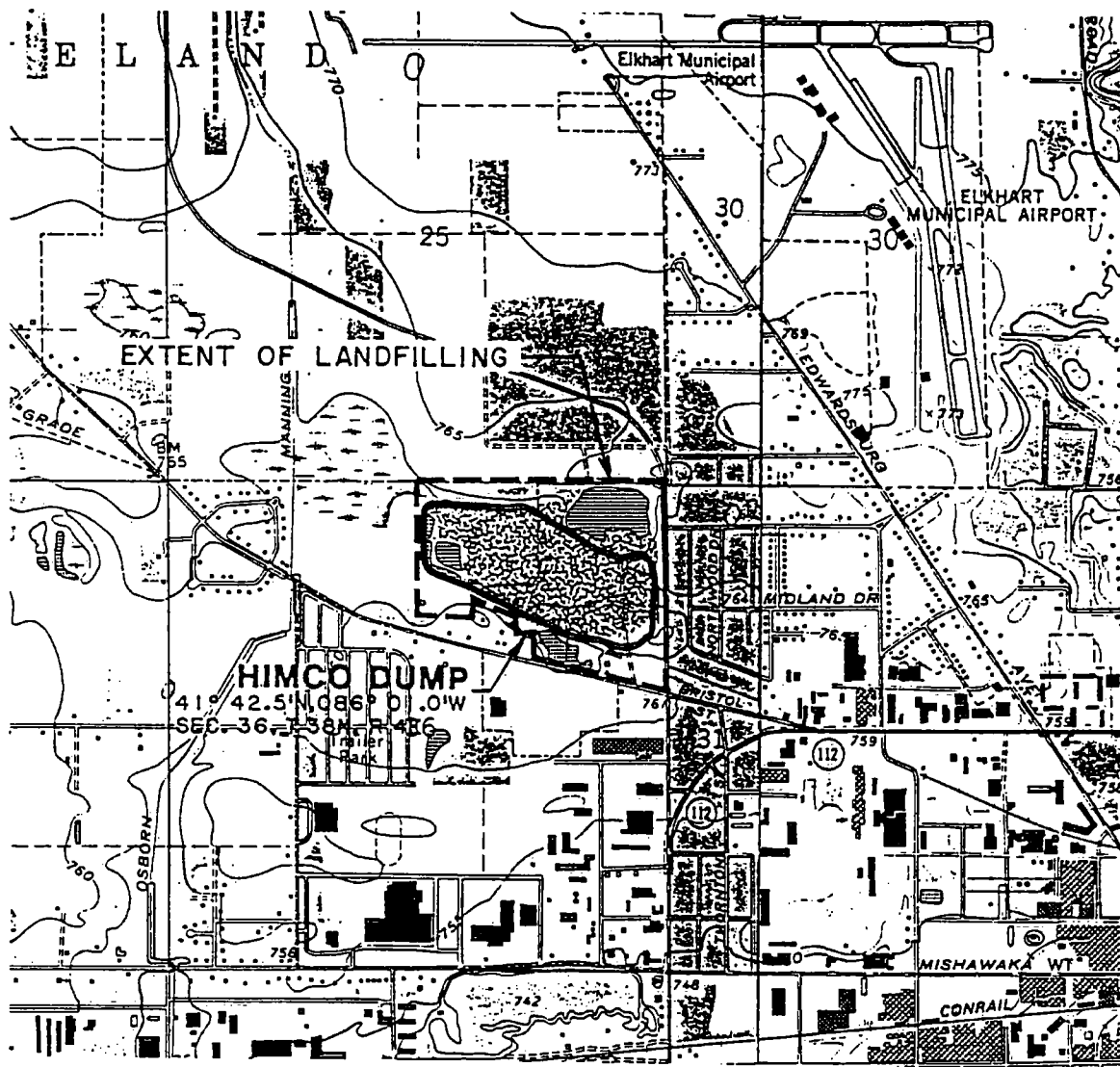
Donohue & Associates, Inc. _____ Engineers, Architects, Scientists
Subcontract Change
Number Order No.

APPENDIX B

SITE SPECIFIC HEALTH & SAFETY PLAN
(UNDER SEPARATE COVER)

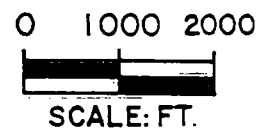
APPENDIX C

DRAWINGS



QUADRANGLE LOCATION

SOURCE: USGS 7.5 MIN. QUAD ELKHART, INDIANA, 1961
PHOTOREVISED 1981



Donohue

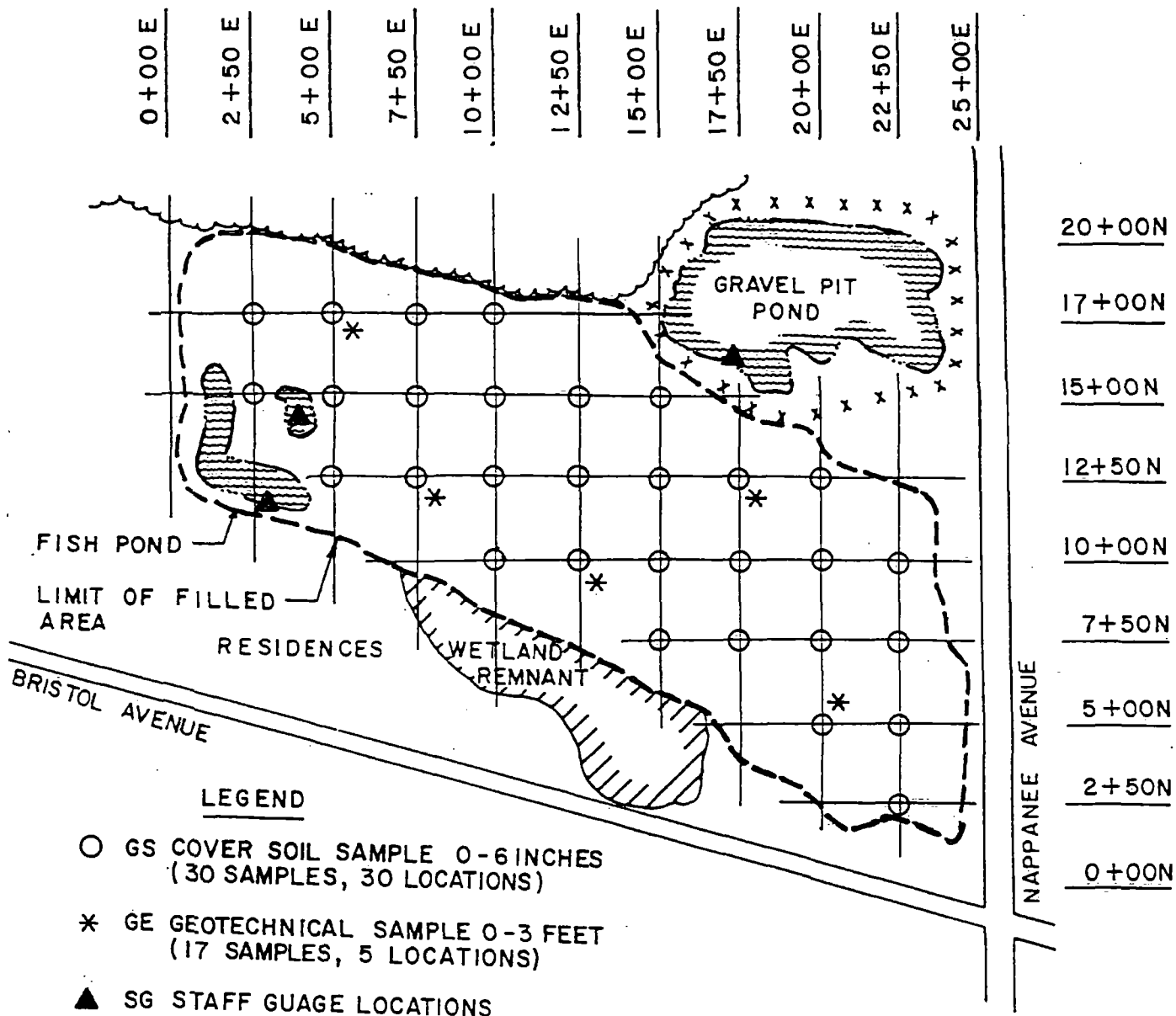
20026

SITE LOCATION MAP



HIMCO DUMP SITE
ELKHART COUNTY, INDIANA

FIGURE 1



SOURCE: US EPA, AUGUST, 1986

NOT TO SCALE

Donohue

20026

GRID LOCATION



HIMCO DUMP SITE
ELKHART COUNTY, INDIANA

FIGURE 3

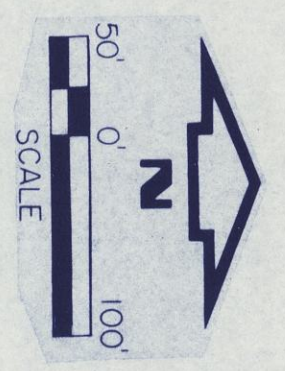
APPENDIX D

CRITERIA DESCRIBING DONOHUE'S
STANDARD CAD LEVELS AND LINE WEIGHTS

FEATURE	LEVEL	WEIGHT	CODE	FONT	COLOR	TX/LV	CELL/PATN
CULVERT	32	0	0		5		CULV
POWER POLE	18	0	0		5		PRP
LIGHT POLE	18	0	0		5		LTP
GUY WIRE	18	0	0		5		GUY
MANHOLE	10	0	0		5		MHS
INLET	32	0	0		5		CBX
CATCH BASIN	32	0	0		5		CB
HYDRANT	10	0	0		5		HYD
TRAFFIC SIGNAL	18	0	0		5		SIG
MAILBOX	9	0	0		5		MBX
POST	9	0	0		5		POST
SIGN	9	0	0	1	5	10/44	SIGN
OBJECT	9	0	0		5		LOCOBJ
H-PT	45	0	0	1	1	10/44	HOR
V-PT	45	0	0	1	1	10/44	VERT
PHOTO CENTER	45	0	0	1	1	10/44	PHOTOC
GRID TICK	45	0	0	1	1	10/44	GRID
MATCH LINE	50	0	2		1	TO BE DELETED	
MAP LINE	45	1	0	1	0	10/44	
PROPERTY LINE	17	0	4	1	4	10/44	
INDEX	1	2	0	1	2	10/1	
DASH	1	2	3	1	2	10/1	
DEP	1	2	0	1	2	10/1	DEP
DASH DEP	1	2	0	1	2	10/1	DEPD
INTERMEDIATE	2	0	0		3		
DASH	2	0	3		3		
DEP	2	0	0		3		DEP
DASH DEP	2	0	0		3		DEPD
CONTINUOUS INDEX	3	2	0	1	2		
CONTINUOUS INTER	4	0	0		3		
SPOT HEIGHT	29	0	0	1	0	10/29	SPOT

FEATURE	LEVEL	WEIGHT	CODE	FONT	COLOR	TX/LV	CELL/PATN
PAVED ROAD & PARKING	20	1	0	1	5	10/44	
SHOULDER	22	0	2	1	5		
UNPAVED ROAD	20	0	3	1	5	10/44	
HAUL ROAD	21	1	3	1	5	10/44	
DRIVEWAY	20	0	3		5		
SIDEWALK	20	0	0		5		
RAILROAD-100 -50	46	0	0	1	8		RR100 RR50
RR SWITCH	46	0	0		8		RRS
CONC. SLAB	20	0	0	1	5	10/44	
BUILDING	24	1	0		5		
TANK	26	1	0	1	5	10/44	
WALL	26	1	0	1	5	10/44	
GUARDRAIL	5	0	0		5		GDRAIL
FENCE	43	0	0		6		FENCE
PILE	9	0	3	1	9	10/44	
OPEN STORAGE	9	0	3	1	9	10/44	
RIVER/STREAM	34	0	0	23	4	10/44	WATER
LAKES/PONDS	33	0	0	23	4	10/44	WATER
DITCH	31	0	0	23	4		DITCH
RETENTION POND	30	0	6	23	1	10/44	
MARSH OUTLINE	27	0	3	23	4		
MARSH SYMBOL	27	0	0		4		MAR
TREE	28	0	0		7		TRD
BUSH	28	0	0		7		BSH
TREELINE	27	0	0		7		WOOD
BRUSHLINE	27	0	0		7		BRUSH

EASEMENT & K.O.W.	23	0	0	1	6	10/44
BRIDGE	32	0	0		5	
SOIL BORINGS	35	0	0	1	5	
LEACHATE RISERS	36	0	0	1	5	10/44
LEACHATE MANHOLE	37	0	0		5	
GROUNDWATER MONITORING WELLS	38	0	0		5	
LANDFILL GAS PIEZOMETERS	39	0	0		5	
LANDFILL GAS EXTRACTION WELLS	40	0	0		5	



PARCEL OWNERSHIP

HIMCO DUMP SITE
ELKHART COUNTY, INDIANA

Donohue

Engineers & Architects

Scale	AS SHOWN				
Date	FEB., 1990				
Designer					
Drafter	N.J.T.				
Checker	S.L.				
Approver	V.A.H.	No.	Revision	By	Date